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[1] Q: You mean abandon the relationship?  
 [2] A: Abandon trying to get this done.  
 [3] Q: Where would that leave you — in your mind  
 [4] at that time where would that have left you with  
 [5] respect to MRO?  
 [6] A: From a business standpoint I'd have to deal  
 [7] with it. You'll notice that in these — part of the  
 [8] year '02 Thayer Stewart is copied.  
 [9] Q: I did notice that, yes.  
 [10] A: He is a significant investor and board  
 [11] member. So all this foot dragging for almost two  
 [12] years was — you know, the heat is coming down on  
 [13] me, and I am a CEO. I have got a deal. The deal is  
 [14] not happening. What are you doing about it? If  
 [15] it's never going to happen, what are we going to do,  
 [16] that kind of thing.  
 [17] Q: You did mention that Thayer Stewart is an  
 [18] approximately 24 percent shareholder. How much  
 [19] money has he invested in M2, approximately?  
 [20] A: I think about \$500,000.  
 [21] Q: So when you said, "We need to set a target  
 [22] to get this done (or abandon)," you did not mean  
 [23] abandon the relationship, terminate the contract  
 [24] with MRO? That is not what you meant?

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[1] case?  
 [2] MR. RESNICK: 14, I believe.  
 [3] MR. GESMER: I'm sorry.  
 [4] MR. RESNICK: Is it 4 or 14?  
 [5] A: Mine says 4.  
 [6] MR. RESNICK: Okay. My mistake. I  
 [7] apologize.  
 [8] MR. GESMER: I think it's 4.  
 [9] MR. RESNICK: Okay.  
 [10] Q: Did you read this complaint before it was  
 [11] filed, Mr. Bevington —  
 [12] A: Yes.  
 [13] Q: — this amended complaint?  
 [14] Did you do an initial draft of this  
 [15] document?  
 [16] A: No.  
 [17] Q: But you read it and believed that it was  
 [18] truthful at the time you filed it?  
 [19] A: I believed it was truthful at the time I  
 [20] filed it, and it went through some iterations before  
 [21] the final document.  
 [22] Q: Do you still believe it's truthful today?  
 [23] A: I haven't read it in a while, but yes, I  
 [24] believe I do.

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[1] A: I probably meant a lot of things. This  
 [2] document — I sent him one on November the  
 [3] 20th — no. Wait — November the 1st. I created on  
 [4] my own a method for them to evaluate the  
 [5] remuneration to their people and themselves.  
 [6] Apparently by November 20th I had gotten some  
 [7] feedback, the this, the that, the other thing, so,  
 [8] you know, I gave them a couple of other options.  
 [9] November 26th I sent them an open  
 [10] spreadsheet and said, "You fill in whatever  
 [11] percentage you want, you know, and see how the  
 [12] numbers come up." I had pretty much run out of  
 [13] ideas. And between — when the discussion started  
 [14] it was Maximo 4.X in a Citrex environment. At this  
 [15] point it's 5.0. 4.X MRO sold concurrent licenses  
 [16] for approximately, say, \$10,000 apiece. When they  
 [17] went to 5.0 they changed their entire structure to  
 [18] registered users, had about 23, 25, 27, two thousand  
 [19] apiece. So we had to, you know, kind of redo this  
 [20] in light of where they were trying to go. And  
 [21] frankly, registered users, you know, are identical  
 [22] to MRO's registered user model — I mean, M2's.  
 [23] (Discussion off the record)  
 [24] Q: Exhibit 4 is the amended complaint in this

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[1] Q: Let me show you now Exhibit 14. Do you  
 [2] recall this document?  
 [3] A: Yes, I do remember this document.  
 [4] Q: And this is — now here — before you get  
 [5] to your communication with Mr. Stewart, which is the  
 [6] front of the document, there is some communication  
 [7] on the second page involving —  
 [8] MR. GESMER: Off the record.  
 [9] (Discussion off the record)  
 [10] BY MR. GESMER:  
 [11] Q: There is some communication involving you,  
 [12] Mr. Miciek, Robert Parker involving — strike that.  
 [13] There is some communication in this e-mail  
 [14] between you, Mr. Parker and Mr. Miciek referring to  
 [15] a minimum of ten users at \$135 per, P-E-R, under any  
 [16] deal?  
 [17] A: Uh-huh.  
 [18] Q: Can you explain to me what discussions were  
 [19] going on that are being referred to here?  
 [20] A: This is a follow-up of the sales/rental  
 [21] model discussions, and Parker is essentially signing  
 [22] off on something that says, "Okay, let's put  
 [23] something in writing such as a minimum of ten  
 [24] regular users at \$135 per on any deal so we can get

[1] this going."

[2] Q: Well, explain to me what that means as a  
[3] practical matter. A "minimum," how would that — I  
[4] don't understand what that means.

[5] A: He is talking to Ray, not me. Okay.

[6] Q: Okay.

[7] A: He's gotten the sales and rental model,  
[8] okay?

[9] Q: Yes.

[10] A: And in the number of seats he would like to  
[11] hold Ray to a minimum of ten, and this number over  
[12] here being 150, he's looking at a minimum of 135.

[13] So he must have played with the spreadsheet, came up  
[14] with something, you know, he wanted to get involved  
[15] with.

[16] Q: So let me see if I can explain this to you  
[17] in a way that you think is accurate. Mr. Parker was  
[18] saying that we'll pay our salespeople so long as M2  
[19] presents to us a subscription customer which has ten  
[20] users at \$135 minimum per seat?

[21] A: I didn't read that at all.

[22] Q: Okay, I am trying to understand what you  
[23] guys were discussing at that time.

[24] A: We were discussing this sales and rental

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[1] A: Okay.

[2] MR. RESNICK: Second page.

[3] A: Oh.

[4] Q: I'm at the top of the second page.

[5] A: Yes.

[6] Q: You said, "What do you think?" He wrote  
[7] back, "This looks good?"

[8] A: Yes.

[9] Q: And then on the first page you wrote back,  
[10] "The reality is that they are saying that they will  
[11] only offer hosting with a minimum of ten registered  
[12] users at \$270 per month each." What caused you to  
[13] say that?

[14] A: It was probably what I understood at the  
[15] time what they meant.

[16] Q: How did you get from the \$135 per seat —  
[17] \$135 per seat to \$270 per seat or am I  
[18] misunderstanding what you were saying?

[19] A: Because they wanted — when is this?

[20] December '01.

[21] Q: Uh-huh.

[22] A: Because in October of '01 they went to a 50  
[23] percent commission. \$135 is half of \$270.

[24] Q: I see. The \$135 is the payment —

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[1] model, and he threw a couple of numbers in to Ray  
[2] and said, "Okay, put those numbers in and do it." I  
[3] don't know anything beyond that.

[4] Q: Did you discuss this issue with Ray, this  
[5] formula with Ray?

[6] A: Probably. It says I did so here.

[7] Q: Was it acceptable to you?

[8] A: I'm sure it was.

[9] Q: So — I'm sorry, I really have to go back  
[10] over this. I don't understand. I want to put this  
[11] in simple terms. Mr. Parker was saying — he was  
[12] saying, "Let's put something in writing, i.e.,  
[13] minimum ten registered users at \$135 per on any deal  
[14] so you can get this going." What did you understand  
[15] in layman's terms him to be saying?

[16] A: I can't remember.

[17] Q: Okay. Now, you then sent this e-mail  
[18] thread to Thayer Stewart, correct?

[19] A: Yes.

[20] Q: And you said, "What do you think. Let's  
[21] talk," right?

[22] A: Yes. I was reading it back to front. You  
[23] are ahead of me now?

[24] Q: Now I'm at the top of the second page.

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[1] A: To MRO.

[2] Q: — to MRO?

[3] A: Yes, sir.

[4] Q: Okay. Now, the 50 percent commission  
[5] hadn't been implemented at the end of 2001, right?

[6] A: No. It had been agreed to.

[7] Q: But it had been discussed to?

[8] A: Been agreed to.

[9] Q: And you saw it coming?

[10] A: Well, it was Drapeau and Parker and me and  
[11] Stewart. So when you agree at that level...

[12] Q: All right. All right. And Mr. Stewart  
[13] responds to you — you know — what you are saying  
[14] is you are going to have — so what you are saying  
[15] is you are going to have to charge your end users  
[16] \$270 per seat?

[17] A: Uh-huh.

[18] Q: In order to come up with the \$135 per seat  
[19] to pay to MRO, correct?

[20] A: Uh-huh.

[21] Q: Is that a yes?

[22] A: Yes, sir. Sorry.

[23] Q: And that was a substantially — or that was  
[24] a higher rate than you preferred to charge, correct?

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[1] A: No. Our price was \$300.  
 [2] Q: At that time your price was \$300?  
 [3] A: Yes, for a dedicated seat.  
 [4] Q: Okay. In that case was this — since you  
 [5] could have charged more and based on your regular  
 [6] rates at that time you could have afforded the \$135  
 [7] per seat, did you see a problem with this?  
 [8] A: No, no. But my comment down here is  
 [9] not — I'm just talking to Thayer that I didn't  
 [10] quite understand what — I understand the numbers,  
 [11] the money. I didn't understand the minimum in light  
 [12] of, you know, what I said here. Are they telling us  
 [13] the minimum we can offer? You know, M2 can't go sign  
 [14] up a customer five seats, \$300 a seat and give MRO  
 [15] 150 bucks. That's what I didn't understand.  
 [16] Q: Okay. So then Mr. Stewart responds to you,  
 [17] "Get the deal then fix it," and at the end of that  
 [18] e-mail message he says, "Without this deal, we're  
 [19] fucked. With it you have a fighting chance to make  
 [20] us both a lot of money." Why did he say to you —  
 [21] do you understand why he said to you "Without this  
 [22] deal we are fucked"?  
 [23] A: Well, sure. We had entered into an  
 [24] agreement with them back in '99. It's almost '02.

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[1] They can make a lot of money if they sell a  
 [2] traditional license, and they get paid for it, you  
 [3] know, when the license fee is paid, but this  
 [4] subscription model, because it doesn't result in a  
 [5] significant commission to them at the time of the  
 [6] agreement, is not as attractive to them?"  
 [7] A: Uh-uh.  
 [8] Q: That's a no?  
 [9] A: No.  
 [10] Q: Mr. Miciek never said that to you?

[11] A: Not that way. The real comparison is,  
 [12] "They get paid to sell this, Rick, and they don't  
 [13] get paid at all to sell this, Rick." So what do you  
 [14] think they are going to do? This program made the  
 [15] compensation equal regardless of the delivery  
 [16] methodology the customer chose. And I didn't need  
 [17] to be told that they weren't going to sell something  
 [18] if they weren't going to get paid for it.

[19] Q: Now, going back to the negotiation leading  
 [20] up to the March 2000 agreement, just moving back in  
 [21] the timeline to that again, was this issue of  
 [22] compensation to MRO salespeople in connection with  
 [23] the sale of M2 service discussed between anyone at  
 [24] M2, to your knowledge, and anyone at MRO?

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[1] They haven't done what they said they were going to  
 [2] do, and we have been pushing it and pushing it and  
 [3] pushing it. And unless we got it done we are going  
 [4] to have to go back and find a new business to go  
 [5] into or find a new partner or do something. We  
 [6] spent the money.  
 [7] Q: At this point, December '01, you are  
 [8] spending a fair amount of time working up these  
 [9] spreadsheets that will help MRO come up with a  
 [10] commission schedule for its salespeople, correct?  
 [11] A: I would do anything to help MRO get the  
 [12] deal done.  
 [13] Q: At this point in time you are spending some  
 [14] of your time helping Mr. Miciek —  
 [15] A: Sure.  
 [16] Q: — and partner come up with a sales  
 [17] schedule — with a sales schedule that will help  
 [18] them incentivize their salespeople to offer M2's  
 [19] service; is that right?  
 [20] A: Yes. I was charged with coming up with the  
 [21] ideas.  
 [22] Q: Now, did MRO's — did anyone at MRO ever  
 [23] say to you in effect, you know, in substance, "This  
 [24] service is just not attractive to our salespeople.

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[1] A: Yes.  
 [2] Q: What was said on that subject?  
 [3] A: It wasn't as focused a discussion because,  
 [4] rightly or wrongly, you assume that if you are going  
 [5] to sell something that you'll create a collateral,  
 [6] you'll do some training, you'll price it.  
 [7] Q: Please don't tell me what you assume. Just  
 [8] tell me — I am interested in what you recall in  
 [9] substance was said on this commission schedule for  
 [10] MRO salespeople who sold your service before the  
 [11] first agreement was entered into.

[12] A: They were going to roll out a new product  
 [13] to their sales force to sell. Inherent in that is  
 [14] everything that's inherent in that. Like paying  
 [15] them. They have never rolled out a product they  
 [16] didn't pay anybody for.

[17] Q: But there was no specific discussion of  
 [18] what they would be paid?

[19] A: No. This is the CEO we are talking to. He  
 [20] gave it to Ted. He gave it to Bob. He gave it to  
 [21] Ray.

[22] Q: But there was no specific discussion of  
 [23] what the salespeople would be paid?

[24] A: Not with me.

[1] Q: Or anyone else at M2 to your knowledge?  
 [2] A: No.  
 [3] Q: In other words, did Mr. Foley come to you  
 [4] and tell you that he had a discussion?  
 [5] A: No, no.  
 [6] MR. GESMER: All right. I said we'll take  
 [7] a lunch break when we finish with this document.  
 [8] Why don't we do that.  
 [9] (Luncheon recess taken  
 [10] at 12:46 to 1:12 p.m.)

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[11]  
 [12]  
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 [15]  
 [16]  
 [17]  
 [18]  
 [19]  
 [20]  
 [21]  
 [22]  
 [23]  
 [24]

[1] December 2001.  
 [2] A: Uh-huh.  
 [3] Q: This is another spreadsheet you sent in  
 [4] that time frame; is that correct?  
 [5] A: Uh-huh.  
 [6] Q: Is that a yes?  
 [7] A: Yes. Sorry.  
 [8] Q: Let's look now at Exhibit 16. Now, do you  
 [9] recognize this document, Mr. Bevington?  
 [10] A: Yes.  
 [11] Q: This is an e-mail that — Iris Martin was  
 [12] at the time an employee of M2, correct?  
 [13] A: She still is. She is an ex. secretary.  
 [14] Q: She is forwarding this document to  
 [15] Mr. Miciek at your request?  
 [16] A: Uh-huh.  
 [17] Q: Correct?  
 [18] A: Yes, sir.  
 [19] Q: And why did you prepare this document?  
 [20] A: I believe it was a document that I had  
 [21] prepared a lot earlier. I think it says down here  
 [22] "September 2000." And it was — Ray needed the  
 [23] information to create his rollout, you know, his  
 [24] rollout information, whatever. Now it's gone from

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[1] **AFTERNOON SESSION**  
 [2] **BY MR. GESMER:**  
 [3] Q: Mr. Bevington, I just want to go back for a  
 [4] moment to that page that we were looking at that  
 [5] listed confidential information and trade secret,  
 [6] proprietary information, the QuickStart page. Do  
 [7] you have any reason to believe that MRO has  
 [8] misappropriated any of that confidential  
 [9] information?  
 [10] A: I don't know.  
 [11] Q: Do you have —  
 [12] A: I mean —  
 [13] Q: Do you have any evidence? For example,  
 [14] things that you have seen or things you have been  
 [15] told or things that people in your company have seen  
 [16] or been told?  
 [17] A: I have seen press releases on some  
 [18] implementation programs that have — you know, have  
 [19] package implementation that have looked remarkably  
 [20] similar, but I don't have access to MRO's work  
 [21] product.  
 [22] Q: Okay. Let's look at Exhibit 15. Before  
 [23] the break we were looking at spreadsheets you were  
 [24] sending to MRO in this time frame, November,

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[1] Bob Parker down to Ray's job.  
 [2] Q: Okay. Take a look, please, at Exhibit 17.  
 [3] A: (Witness reviews document) Okay.  
 [4] Q: This is an e-mail from Mr. Miciek to  
 [5] Mr. Parker?  
 [6] A: Uh-huh.  
 [7] Q: Did you see this — do you recall if you  
 [8] saw this at about the time it was sent, January  
 [9] 2002?  
 [10] A: No. I rarely see communications from  
 [11] Miciek to Parker.  
 [12] Q: Okay. But he's forwarding — is it correct  
 [13] to say he's forwarding to Mr. Parker some materials  
 [14] that you had prepared?  
 [15] A: Yes, sir.  
 [16] Q: Now, at this point in time — and in fact  
 [17] let me show you a document so we can book in what  
 [18] point in time — what points in time we are talking  
 [19] about. I show you Exhibit 18. Do you remember this  
 [20] document?  
 [21] A: Yes.  
 [22] Q: It says, "Rick, attached is a long overdue  
 [23] hosting agreement," May 1st, 2002?  
 [24] A: Uh-huh. Yes.

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[1] Q: What were the events that led up to what  
[2] Nancy Gilroy characterized as a long overdue hosting  
[3] agreement?  
[4] A: It was agreed in October of '01 that we  
[5] would pay a 50 percent commission of hosting revenue  
[6] to MRO, and in order to facilitate and fund and  
[7] whatever, whatever, the rollout, the agreement was  
[8] made with Drapeau and Parker in October '01. So  
[9] "long overdue" I would say had to do with that.  
[10] Q: Now, at some later date — and I'll show  
[11] you this eventually, but if I don't need to show you  
[12] now I'd rather not. Later on in 2003 you wrote to  
[13] Mr. Sawyer. You wrote, "It was October 10, 2001,  
[14] when Chip and Bob agreed to roll out hosting to the  
[15] MRO sales force with compensation." Is that the  
[16] conversation you were talking about?  
[17] A: That's the conversation, yes.  
[18] Q: It was approximately October 10th, 2001?  
[19] A: It was exactly October 10, 2001.  
[20] Q: So you are talking about the October 10  
[21] conversation?  
[22] A: Yes.  
[23] Q: Where did that take place?  
[24] A: The restaurant in Easthampton, Long Island.

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[1] day?  
[2] A: I flew in the night before.  
[3] Q: Did you see them the night before?  
[4] A: I don't remember. But — I don't remember.  
[5] Q: So you flew in the night before. But did  
[6] it end after the meal?  
[7] A: Yes.  
[8] Q: What business topics were discussed during  
[9] this one- or two-day period, October 2001?  
[10] A: Getting the rollout of the ASP program in  
[11] effect and out to the sales force, get it done. Why  
[12] is it taking so long.  
[13] Q: Were there any other topics discussed,  
[14] business topic?  
[15] A: Unrelated to that?  
[16] Q: Yes.  
[17] A: I don't know. Maybe they had just, you  
[18] know, finished a quarter so maybe there was some  
[19] discussion there. Maybe there was some discussion  
[20] about the things we had been doing with regards to  
[21] hosting. I don't specifically remember any.  
[22] Q: But is it fair to say the most — to your  
[23] mind the most important topics that was discussed,  
[24] business topic, was the rollout, the MRO rollout?

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[1] Q: Now, is this related to a golf outing?  
[2] A: Yes. It's at the end of one.  
[3] Q: Where was that golf outing?  
[4] A: Shinnecock Hills.  
[5] Q: Who was present?  
[6] A: Thayer Stewart, myself, Bob Parker, Chip  
[7] Drapeau.  
[8] Q: And what was the restaurant that you had  
[9] this conversation at?  
[10] A: I can't recall.  
[11] Q: And this was at the end of the day?  
[12] A: Yes, sir.  
[13] Q: After playing golf?  
[14] A: Evening.  
[15] Q: In the evening?  
[16] A: Yes, sir.  
[17] Q: Was this golf outing at your invitation?  
[18] A: Yes, sir.  
[19] Q: Are you an avid golfer?  
[20] A: I'm a hacker. Chip and Bob are avid  
[21] golfers.  
[22] Q: Tell me first generally what was said on  
[23] business subjects during this — did this encounter  
[24] with Mr. Parker and Mr. Drapeau take place in one

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[1] A: It was the purpose of the meeting.  
[2] Q: It was the purpose of the meeting?  
[3] A: To bring Chip back into the loop and then  
[4] see if that would get it done. Go to the CEO and  
[5] get him back in the loop because it had been  
[6] delegated, it had been delegated and been delegated  
[7] and nothing was happening.  
[8] Q: Would you tell me what you recall the  
[9] various participants, the four people including  
[10] yourself who were present at this meeting, saying on  
[11] the subject, the gist of what each person said.  
[12] A: Chip was always very nice and apologetic  
[13] about why everything always took so long. They  
[14] wanted to raise the percentage in order to fund  
[15] salesmen's compensation. They figured that would —  
[16] you know, that was appropriate. I think Chip also  
[17] pointed out that — you know, he turned to Bob and  
[18] said, you know, "Correct me if I'm wrong, Bob,  
[19] because you are the one who is going to be  
[20] responsible for this." You know, he didn't want to  
[21] usurp Bob's position. Bob said something to the  
[22] effect of "Whatever you say, boss."  
[23] Q: What did you and Mr. Stewart say during  
[24] this conversation?

[1] they were going to do, raise the amount of money I'm  
 [2] going to pay, sign the damn document. Let's get  
 [3] going. Nobody seemed to object to being called the  
 [4] sales channel. I think there is two agreements  
 [5] here, right?

[6] Q: There are two agreements. One was the  
 [7] agreement that was being negotiated in writing and  
 [8] the other an oral agreement; is that what you mean?  
 [9] A: Yes, one covering the sales rollout, so  
 [10] sales aspect, and the other one covering, you know,  
 [11] payment terms and how much I pay and stuff like  
 [12] that.

[13] Q: And the agreement on the sales rollout had  
 [14] been reached at the meeting in October 2001, October  
 [15] 11th, 2001?

[16] A: No. It had been reconfirmed. The  
 [17] agreement goes back to the outset of our  
 [18] relationship with MRO. The meeting in October  
 [19] 10th, '01, was trying to get that agreement going,  
 [20] instituted.

[21] Q: So the actual agreement, the fundamental  
 [22] agreement, was the one that was reached back in  
 [23] September '99?

[24] A: Yes. The fundamental position of the

[1] school?

[2] A: Yes, sir.

[3] Q: It's in, what, Rhode Island?

[4] A: Portsmouth, Rhode Island, Carnegie Abbey.

[5] Q: Was that a one-day outing?

[6] A: Yes.

[7] Q: Was it the day before you sent this first  
 [8] e-mail on July 10th — strike that.

[9] When was it? Do you recall when it was?

[10] A: It was around this time because we already  
 [11] finished. I usually e-mail by the time I get back.  
 [12] So "Friday the 12th, golf, 11:04," so it would have  
 [13] to have been the 11th or the 10th because he  
 [14] couldn't have been sending an e-mail.

[15] Q: So it was wan couple of days one way or the  
 [16] other within these dates?

[17] A: Yes. It wouldn't have been the 12th or  
 [18] later. It was before the 12th.

[19] Q: I am just wondering a day or two before the  
 [20] 12th?

[21] A: Yes.

[22] Q: So you wrote to Mr. Parker, "Thanks for  
 [23] making the trip to the Abbey. It was a great course  
 [24] and great fun." He wrote back to you, "Thanks,

[1] parties? Yes.

[2] Q: The fundamental agreement.

[3] A: Yes, on the position of the parties. Sales  
 [4] versus fulfillment.

[5] Q: Was reached in September '99?

[6] A: It was begun, I would say, or reached. I  
 [7] don't know. I don't understand the word.

[8] Q: Well, when I use the word "reached," if I  
 [9] say to you I'll paint your house for \$5,000 and you  
 [10] say, "Great. We have a deal," we have reached an  
 [11] agreement. An agreement is where one party offers  
 [12] consideration, meaning some value, in exchange for  
 [13] the other party's offer of some value or  
 [14] consideration.

[15] A: Okay.

[16] Q: So the agreement that was reconfirmed on  
 [17] October 10th, 2001, was the agreement that was  
 [18] reached in early September 1999; is that right?

[19] A: Correct.

[20] Q: Let's look at Exhibit 28. Do you remember  
 [21] this document?

[22] A: Yes.

[23] Q: Now, the Abbey is a golf course associated  
 [24] with a school that you went to, a preparatory

[1] again Rick. I had a great time and very much  
 [2] enjoyed the course. I spoke to Nancy and she  
 [3] promised to have contract to you by today. Let me  
 [4] know if that does not happen." And then you wrote  
 [5] to him a short while later, same day, "Hi Bob, it  
 [6] was a great time. I got Nancy's doc. yesterday.  
 [7] There are only a couple of issues that I am trying  
 [8] to get with Ray on. I shared one with Nancy but I  
 [9] think it is out of her domain (sales quotas for M2)."  
 [10] Now, who was present at this golf match?

[11] A: Ted Williams, Bob Parker, myself, Thayer  
 [12] Stewart.

[13] Q: Is this the golf match at which someone  
 [14] mispronounced the name of a foreign country?

[15] A: Sri Lanka, yes.

[16] Q: Who was the —

[17] A: The offender?

[18] Q: The offender.

[19] A: Parker. Who was the sensitive one?

[20] Williams.

[21] Q: How did he pronounce it?

[22] A: Sri Lanka or something. Well, Williams has  
 [23] sales going on in Sri Lanka. He didn't want it  
 [24] misplaced. Williams is Worldwide sales, Parker's

[1] North America. You could tell.

[2] Q: Well, after Mark asked Mr. Williams about  
[3] that I couldn't help but get some clarification of  
[4] that critical point.

[5] A: I thought it might joggle a couple of  
[6] memories there.

[7] Q: No, afraid not.

[8] A: Maybe not.

[9] MR. RESNICK: No, we tried.

[10] Q: Now, during this meeting — this golf  
[11] meeting with Mr. Williams and Mr. Parker, was  
[12] business discussed?

[13] A: Yes.

[14] Q: What business was discussed?

[15] A: If we sign this new agreement will  
[16] we — will you in fact do what you have always said  
[17] you are going to do, roll it out to North American  
[18] sales or roll it out to sales I think I said. And  
[19] the both of them replied, "We'll roll it out  
[20] immediately to North American sales" with Thayer  
[21] Stewart and I. I can run the video in my head but  
[22] unfortunately you can't see it. And that was the  
[23] commitment we wanted to hear on the, you know, MRO  
[24] side, and then we had to weight that with the Indus

[1] Q: You wrote — at the top e-mail to

[2] Mr. Parker you wrote, "I shared one" — you said,  
[3] "There are only a couple of issues I'm trying to get  
[4] with Ray on. I shared one with Nancy but I think  
[5] it's out of her domain (sales quotas for M2)." Did  
[6] you mean by that that this was a business issue that  
[7] she didn't have the authority to resolve?

[8] A: No, no. I meant that she didn't  
[9] understand. She'd started a negotiation on an item  
[10] by using the VAR agreement giving me a quota that,  
[11] you know, had had too much going back and forth.  
[12] She obviously didn't understand. Maybe not — yes,  
[13] she just didn't get it.

[14] Q: After this meeting at the Abbey, this golf  
[15] day at the Abbey with Mr. Williams and Mr. Parker,  
[16] you did not write to either of them and say in  
[17] effect, "I want to confirm the agreement that we  
[18] reached yesterday, that if we sign this new  
[19] agreement with a 50 percent commission you will roll  
[20] out our service to your sales force"?

[21] A: No, I didn't.

[22] Q: Look at Exhibit 29, please. Do you  
[23] recognize this e-mail, first page?

[24] A: Yes.

[1] discussions.

[2] Q: And did you at that point say to  
[3] Mr. Williams and Mr. Parker, "Well, you know, we  
[4] have been talking about this for two and a half  
[5] years. You never did the rollout after we discussed  
[6] it in '99. Let's put this in the agreement that we  
[7] are negotiating"?

[8] A: No.

[9] Q: What other business was discussed at this  
[10] golf day?

[11] A: I can't remember any. It was probably just  
[12] chitchat. The purpose of the event was to lock them  
[13] in on we have got the 50 percent now. Now Chip is  
[14] waiting. Everybody is waiting. You know, we have  
[15] been doing this forever. Is this in fact the last  
[16] thing I have got to do in order to have you roll  
[17] this out, sign this new agreement, get me on new  
[18] paper. He wrote, "Yes, sir."

[19] MR. GESMER: Let's take a short break, five  
[20] minutes.

[21] (Recess taken from 2:43 to 2:51 p.m.)

BY MR. GESMER:

[22] Q: Going back to Exhibit 28 for a moment.

[23] A: Yes, sir.

[1] Q: You wrote — before — if you look at Page

[2] 2 you'll see that this is a response to her July  
[3] 11th e-mail which we have already looked at that was  
[4] Exhibit 26 where she says, "It doesn't make sense  
[5] that MRO has a sales quota for M2, therefore, I put  
[6] the original back in"?

[7] A: Uh-huh.

[8] Q: And there are a couple of e-mails between  
[9] you and Iris Martin in between but then eventually  
[10] you send her a response in which you say, "We have  
[11] accepted your changes except as noted. I believe  
[12] the real issues are in the area of quota/sales  
[13] responsibility and termination obligations. We need  
[14] to see MRO take some position vis-a-vis the sales  
[15] channel. I assume that there will be other hosting  
[16] affiliates. How will we fare 'sales lead' wise with  
[17] these others. Termination for convenience still  
[18] does not give us the business/investment protection  
[19] we need. What will happen to those customers who  
[20] want to renew 'post termination'? Will MRO want to  
[21] assume that business or another 'hosting affiliate'?

[22] Do we buy seats to continue? Would we be given that  
[23] opportunity on a fair basis? I just don't know.

[24] These may not be questions that you can answer, but

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[1] had — it was — is it — had the conversation with  
 [2] Mr. Williams regarding forgiveness of the monies  
 [3] owed under the previous agreement, had that occurred  
 [4] before or after November 4th, 2002?  
 [5] A: Before, one or two days before.  
 [6] Q: Okay. And when did this language regarding  
 [7] agreement to pay all fees due on Exhibit A that's  
 [8] scratched out —  
 [9] A: Yes.  
 [10] Q: — when did that get scratched out?  
 [11] A: November 4th.  
 [12] Q: Where? What were the circumstances?  
 [13] A: I did it.  
 [14] Q: You did that?  
 [15] A: Yes.  
 [16] Q: When did Ms. Gilroy initial it?  
 [17] A: I assume when she received the signed  
 [18] document back.  
 [19] Q: So this all happened by mail?  
 [20] A: Yes, sir.  
 [21] Q: And if I were to tell you that Ms. Gilroy  
 [22] remembers doing this with you face to face, that  
 [23] would be inconsistent with your memory?  
 [24] A: It would be inconsistent with my memory.

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[1] Q: And they held it, what, across the street?  
 [2] A: At the Marriott.  
 [3] Q: At the Marriott here —  
 [4] A: Uh-huh.  
 [5] Q: — on the waterfront?  
 [6] A: Yes.  
 [7] Q: And did you see this before that meeting?  
 [8] A: No.  
 [9] Q: When did you see this?  
 [10] A: There's another one of these that was  
 [11] issued in the summer of '02 that people tell me I  
 [12] must have seen, but I don't remember seeing it and I  
 [13] don't necessarily remember seeing this. I mean, I  
 [14] know about — I was told at the meeting about this  
 [15] deal, and that was the first time I remember ever  
 [16] knowing about it.  
 [17] Q: Okay. So at the meeting here in Boston in  
 [18] early November 2002 —  
 [19] A: I believe so.  
 [20] Q: — you learned from conversations about IBM  
 [21] becoming a hosting partner of MRO?  
 [22] A: Well, not exactly.  
 [23] Q: What did you learn?  
 [24] A: David Roth — what's his name, Rothberg

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[1] Q: Okay. So you crossed out the "pay all  
 [2] fees" sentence in Exhibit A?  
 [3] A: Yes, I believe so.  
 [4] Q: And you sent it back to her. Why didn't  
 [5] you — did you consider adding a sentence that would  
 [6] reflect your agreement with Mr. Williams that would  
 [7] forgive all fees due?  
 [8] A: I don't remember considering that.  
 [9] Q: Okay.  
 [10] A: At this point in time I really wasn't  
 [11] looking for throwing impediments in the way of a  
 [12] deal trying to get rolling for three years.  
 [13] Q: All right.  
 [14] A: And frankly, the money didn't exist if they  
 [15] didn't invoice me. I would have all kinds of  
 [16] problems giving them back money that was never  
 [17] recognized.  
 [18] Q: All right. Look at Exhibit 36, please. Do  
 [19] you recognize this document?  
 [20] A: Yes.  
 [21] Q: Now, you came up to Boston for an annual,  
 [22] what, annual national sales meeting that MRO held  
 [23] here; is that right?  
 [24] A: Yes.

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[1] came up to me during a breakout session and  
 [2] introduced himself and said, "Before you go into the  
 [3] session on application hosting I need to tell you  
 [4] something." He said that Bob Parker and somebody  
 [5] else had suggested — you know, told him that Rick  
 [6] didn't know, and that it would be best to let him  
 [7] know before he hears about it in the presentation.  
 [8] So he said they had this deal, da-ta-ta-ta, and I  
 [9] went into, you know, an hour-long presentation, you  
 [10] know, about what the deal was about and how the MRO  
 [11] people were going to benefit by it and this and that  
 [12] and the other thing.  
 [13] Q: So you were told about it by Rothberg  
 [14] outside and then you went into a meeting and heard  
 [15] about it in detail?  
 [16] A: Yes. Sorry.  
 [17] Q: Now, did you believe that this was a  
 [18] violation of any agreement you had with MRO? And by  
 [19] "this" I mean the hosting — IBM becoming a hosting  
 [20] partner of MRO.  
 [21] A: I didn't — I wasn't thinking about things  
 [22] in those terms.  
 [23] Q: Do you believe that to be the case today?  
 [24] A: I'd almost have to defer as to whether or

[1] I said, "I didn't say a word. I don't know where  
 [2] they are coming from." But I have worked in  
 [3] corporate America at bigger companies for a long  
 [4] time. I was figuring that Rich Caplow was laying  
 [5] one on me. So I wanted to clear the deck with my  
 [6] buddies that I'm not a person that's putting down  
 [7] their big deal with IBM, because I usually don't  
 [8] write Chip little notes about what he's been up to.

[9] Q: Now, on the top message on this e-mail  
 [10] thread, 11/19/2002, still on Exhibit 37, you thank  
 [11] Bob for the reply and you say, "Ray and I talked  
 [12] about getting a proposed rollout plan to you." What  
 [13] did you have in mind when you wrote that sentence?

[14] A: Well, now that we had the agreement signed  
 [15] we would go back into the rollout mode. I knew it  
 [16] was Ray's job. So I was going to help Ray help Bob  
 [17] do what they had always said we needed to do.

[18] Q: In your mind at that point what did the  
 [19] proposed rollout plan consist of?

[20] \*A. It would have consisted of, you know, an  
 [21] announcement to sales, announcement to the  
 [22] marketplace, you know, put — you know, announce the  
 [23] compensation plan to the sales force, put the whole  
 [24] thing in their sales briefcase, if they needed

[1] release, a document informing sales, question and  
 [2] answer document how you deal with your customer. I  
 [3] think we produced that there. The compensation  
 [4] apparently had been agreed to. Bob said okay, had  
 [5] his little deal. It was just a matter of putting it  
 [6] all together again. By this time the world was into  
 [7] Webcast so Ray put that into the thing. When we  
 [8] first started this there weren't very many Webcasts.

[9] Q: When you say "Ray put that into the thing,"  
 [10] what does that mean?

[11] A: Well, he committed to Webcast in the spring  
 [12] of '03. That's well documented. That's a noun that  
 [13] probably wasn't in any of our previous discussions  
 [14] because it really didn't exist as a viable method of  
 [15] communicating to internal audiences or external  
 [16] audiences. But, yes, it was just bring it back up  
 [17] together, roll it out. That's why I signed the  
 [18] agreement.

[19] Q: Have you ever been to MRO World?

[20] A: Yes.

[21] Q: How many times?

[22] A: I think twice.

[23] Q: Did you have a booth on either occasion?

[24] A: On one occasion.

[1] training or seminars or whatever, you know, as it  
 [2] had always been.

[3] Q: What did you understand the compensation  
 [4] plan to the MRO sales force was at that point or was  
 [5] going to be under this plan?

[6] A: I didn't know anything more than I had  
 [7] funded it. I had made arrangements to fund it 50  
 [8] percent as opposed to 20. I signed that document.  
 [9] We are really going to go this time. The document  
 [10] is signed, and I'm going, okay, we are really going  
 [11] to go this time. Crank it up and do it.

[12] MR. GESMER: Could you read the answer to  
 [13] two questions back to me, please.

[14] \*(Answer read)

[15] Q: Do you know what the — did you have an  
 [16] understanding with MRO at this point — at this  
 [17] point in time when you wrote this November 2002  
 [18] e-mail, November 19, 2002, e-mail, did you have an  
 [19] understanding with MRO as to what the announcement  
 [20] would consist of?

[21] A: Well, I assumed we'd just go back to some  
 [22] of the work we had done in the past when it was on  
 [23] the verge of being rolled out. We had written a  
 [24] document I think you produced here that was a press

[1] Q: July 2002?

[2] A: That would be correct.

[3] Q: Did MRO cooperate with you in that respect?

[4] A: Yes, sure. I paid them the \$25,000, and I  
 [5] got what you get for it.

[6] Q: Do you remember MRO introducing M2 to the  
 [7] Geography Aviation Public Sector Region?

[8] A: Geography Aviation Public Sector Region,  
 [9] would that be at that particular conference?

[10] Q: Yes.

[11] A: Well, what I remember is that the Collier  
 [12] Mosquito Control District, who runs a fleet of DC-3s  
 [13] and other type aircraft to spray the Naples area for  
 [14] mosquitoes, that we had implemented Maximo there,  
 [15] and that Stacey Welsh, the customer's  
 [16] representative, was presenting at that particular  
 [17] session. And we were there because we had done  
 [18] something that MRO had never done before, and they  
 [19] wanted to use it as reference. It wasn't a hosting  
 [20] job.

[21] Q: Look at Exhibit 38, please.

[22] A: Yes.

[23] Q: Did you sign this document?

[24] A: Yes.

[1] Q: Did you ever receive a copy — return copy  
[2] from MRO?  
[3] A: Not that I can find.  
[4] Q: Do you believe that you received a return  
[5] copy but you just can't locate it?  
[6] A: That's possible. The document had been  
[7] fully negotiated. It was just a matter of a  
[8] signature, and this J. Pearson is just a  
[9] functionary. So either, you know, somebody reached  
[10] down and pulled it back or I misplaced it. I have  
[11] looked for it.  
[12] MR. GESMER: We are going to skip Exhibit  
[13] 39. It was premarked, but I'm not going to use it.  
[14] Would you make a note on the record, please.  
[15] THE STENOGRAPHER: Yes.  
[16] Q: Look at Exhibit 40, please. Do you  
[17] remember writing this e-mail?  
[18] A: Yes.  
[19] Q: This is an another golf game?  
[20] A: Yes, sir.  
[21] Q: Where is the Hyatt Grand Cypress?  
[22] A: Orlando.  
[23] Q: Did this game take place?  
[24] A: Yes, sir.

[1] reaction was going to be. I had nothing to react to  
[2] yet, and if they made a decision one way and I had  
[3] Parker in front of me, you know, that would be a  
[4] good time to react.  
[5] MR. GESMER: Would you mark the next,  
[6] please.  
[7] (Document marked as MRO  
[8] Exhibit 41 for identification)  
[9] Q: You can take a look at that. Now, you sent  
[10] this to Mr. Miciek February 17th, 2003, right?  
[11] A: Yes, sir.  
[12] Q: And what were you — you were proposing  
[13] that this two-page attachment be sent to whom —  
[14] strike that.  
[15] Why did you send this two-page attachment  
[16] to Mr. Miciek?  
[17] A: Because I had agreed to support Ray in  
[18] getting all the information back together to roll  
[19] this thing out. So I went back in the files, pulled  
[20] this out and started sending him stuff because poor  
[21] Ray was the one stuck with it.  
[22] Q: So you viewed this document as a part of  
[23] the rollout?  
[24] A: No, no, no. It was fodder. You know,

[1] Q: Who attended?  
[2] A: Bob Parker, Ted Davis, who was the  
[3] vice-president, did Bob's sales group, Dave Bigler  
[4] and myself.  
[5] Q: Now, you wrote in Paragraph 2, "Have you  
[6] had a chance to get with Bill Sawyer on MRO's  
[7] intentions regarding hosting? Let me know when you  
[8] do. Hopefully it will be before the 10th so we will  
[9] know what we need to do at least by then." Why did  
[10] you write that sentence?  
[11] A: Because Parker had called me in, I don't  
[12] know, January, early February, sometime before I  
[13] wrote this, and said that there is some talk in  
[14] Bedford about doing hosting, and I said, "Oh,  
[15] really." You know, "I'll find out if it's talk or  
[16] what the deal is and let you know." And he  
[17] subsequently got back to me and said, "No, we are  
[18] not doing hosting. Don't worry."  
[19] Q: What was the significance of the 10th?  
[20] A: That was the day we were playing golf.  
[21] Q: What would you need to do at least by then  
[22] depending on his answer?  
[23] A: "Hopefully it will be before the 10th so we  
[24] know what to do at least by then." Well, what my

[1] Ray's job was to do the rollout, manage the rollout,  
[2] lead the rollout, I don't know, but it was his job,  
[3] not my job, because they were MRO employees. This  
[4] was just fodder.  
[5] Q: How did you expect him to use this two-page  
[6] fodder?  
[7] A: As a part of his communications, part of  
[8] MRO's communications to their sales force. MRO was  
[9] not in a position to describe my services so I  
[10] describe them, put them over to them. They put it  
[11] in their language, culture, whatever.  
[12] Q: So you weren't — so you hoped Mr. Miciek  
[13] would take this message to North American sales?  
[14] A: I was doing him a favor, just giving him  
[15] information so I could help him do his job.  
[16] Q: Did you expect him to do anything  
[17] specifically with this document?  
[18] A: Well, yeah, I had an expectation that he  
[19] would use our information and descriptions of what  
[20] it was he needed to communicate rather than throw  
[21] that out and try to make something up himself.  
[22] Q: So you hoped he would use this as a  
[23] starting point for some communication?  
[24] A: I didn't hope anything. I mean, I was just

[1] pushing this ball forward. If Ray gets — you know,  
 [2] there is a lot of little impediments that have been  
 [3] thrown up over the previous three years. We don't  
 [4] want Ray's inability to construct the message to be  
 [5] the next one. And this had been, you know,  
 [6] circulated, what, a couple of months before anyway.  
 [7] Q: What did you mean when you said — when you  
 [8] asked, "Did you guys release QuickStart to sales?"  
 [9] What did that mean?  
 [10] A: This agreement for professional services.  
 [11] This one. It's Exhibit 38. This agreement which I  
 [12] signed on January 3rd is the provision for them  
 [13] buying QuickStart services from me and reselling  
 [14] them to their end users. We would be their back  
 [15] room, back office. So I negotiated and signed an  
 [16] agreement. I was following up to see whether or not  
 [17] the salespeople were selling it, separate deal from  
 [18] hosting.  
 [19] Q: How would the sale of QuickStart by MRO's  
 [20] sales force work?  
 [21] A: Our implementation methodology is hugely  
 [22] more efficient than most software vendors. So, you  
 [23] know, the description that we went through earlier  
 [24] about what QuickStart is, that we can do all that

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[1] think that's why this came about.  
 [2] Q: Okay. That happened before that  
 [3] professional services agreement was signed?  
 [4] A: Yes.  
 [5] Q: Before January of 2003?  
 [6] A: I believe so, yes. It must have been.  
 [7] MR. GESMER: Next exhibit, please.  
 [8] (Document marked as MRO  
 [9] Exhibit 42 for identification)  
 [10] Q: Do you recognize these handwritten notes?  
 [11] A: Yes.  
 [12] Q: Is this your handwriting?  
 [13] A: Yes.  
 [14] Q: And when did you take these notes?  
 [15] A: June 17th, 2003.  
 [16] Q: And what — would you read the notes to us,  
 [17] please.  
 [18] A: The first one in quotation marks, "Contrary  
 [19] to all I have talked to you in the past," end  
 [20] quotation. Well, at the top it says, "Bob Parker  
 [21] 6/17/03." The next quotation mark sentence is "I  
 [22] have learned a lot about this stuff over time,"  
 [23] close quotations. Circled sentence in the center  
 [24] "Ten user minimum - out. I apologize" and

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[1] stuff, put it up in a matter of days, do an  
 [2] iteration with the customer and boom, let's go, that  
 [3] could be anywhere from a \$10,000 to a \$100,000 job.  
 [4] Any job below 50, 60, 75, 80, \$100,000 is of no  
 [5] interest to MRO's professional services group. So  
 [6] it benefited Ray to use our implementation services  
 [7] which were inexpensive enough that if he marked them  
 [8] up to what we sold them for in the marketplace they  
 [9] would be making their run rate gross margin as they  
 [10] would in regular professional services.  
 [11] Q: So the idea was that MRO would sell your  
 [12] services, your consultant services, in the form of  
 [13] QuickStart?  
 [14] A: No. They would sell software and  
 [15] implementation, okay, for a price, and they turn  
 [16] around and have us do the work and then they deliver  
 [17] that to the customer. They bill the customer. The  
 [18] customer pays them. We bill MRO, and MRO would pay  
 [19] us.  
 [20] Q: Did that ever happen?  
 [21] A: No. Well, not per this signed agreement,  
 [22] but we have — we have done professional services  
 [23] for MRO that were sold by MRO, delivered by us, paid  
 [24] to MRO and MRO paid us, but not as formal as — I

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[1] "Everything he told us was true. He doesn't make  
 [2] company policy. There won't be an opportunity."  
 [3] Q: Now, would you tell me what you said and  
 [4] what Mr. Parker said during the conversation that  
 [5] lead to your writing these notes.  
 [6] A: I had been informed several days ahead of  
 [7] this by Miciek that I was going to get a phone call  
 [8] I didn't like. And that was confidentially. When  
 [9] Parker called me, which he almost never does, I  
 [10] wrote down what he said. One of the sentences was  
 [11] "Contrary to all I have talked to you about in the  
 [12] past."  
 [13] Q: You have already read this.  
 [14] A: I'm sorry.  
 [15] Q: I don't want you to reread it.  
 [16] A: Okay.  
 [17] Q: Reading this once is fine. What I am  
 [18] asking you to do is to tell me what you remember  
 [19] about the conversation. And if you don't remember  
 [20] anything more than is written here, that's fine, but  
 [21] I would like your independent recollection of the  
 [22] conversation.  
 [23] A: Essentially what's written here is what was  
 [24] said. I tried to write down everything Parker said.

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[1] He did say that they are going to go into the  
[2] hosting business, and I said, "Does that mean you  
[3] are not going to roll our service out to your sales  
[4] force?" And he paused and he said, "Well, yeah. I  
[5] guess that's what it means." And the rest is  
[6] essentially on this paper.  
[7] Q: These are his words?  
[8] A: Yes.  
[9] Q: What did you say?  
[10] A: The bulk of what I said was, "Does this  
[11] mean you are not going to roll out our program to  
[12] the sales force?" Because I wasn't willing to make  
[13] the connection between them going into the business  
[14] and them breaking their agreement with me.  
[15] Apparently there is a very tight connection in some  
[16] people's minds. And I am sure I said, you know, our  
[17] good-byes. I didn't burn any bridges or anything.  
[18] Q: Have you told me now everything you  
[19] remember about this conversation?  
[20] A: Yes, everything I remember as of this  
[21] second.  
[22] MR. GESMER: Now, let's mark Exhibit 43,  
[23] please.  
[24]

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[1] Q: Did that meeting take place?  
[2] A: Yes, sir.  
[3] Q: Where?  
[4] A: Naples, Florida.  
[5] Q: Who attended?  
[6] A: Chip Drapeau, Bill Sawyer, Ray Miciek,  
[7] Thayer Stewart, myself; that's all I remember. If  
[8] there was more there was only one more or so.  
[9] Parker may have been there. I don't know.  
[10] Q: And what was the — what did you understand  
[11] the purpose of this meeting to be — well, strike  
[12] that.  
[13] Who called the meeting?  
[14] A: We did, M2, I did.  
[15] Q: And was it as a result or a response to  
[16] Mr. Parker's call to you on June 17th?  
[17] A: Yes.  
[18] Q: And what did you say to MRO would be the  
[19] purpose of this meeting?  
[20] A: That's all I said.  
[21] Q: So Mr. Drapeau and Mr. Sawyer traveled down  
[22] from Massachusetts?  
[23] A: No. They had a professional services  
[24] meeting in conjunction, you know, in Naples. So

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[1] (Document marked as MRO  
[2] Exhibit 43 for identification)  
[3] Q: Now, after you had the conversation with  
[4] Bob Parker on June 17th you sent him this e-mail  
[5] about ten days later?  
[6] A: Uh-huh.  
[7] Q: Is that right?  
[8] A: Yes, sir.  
[9] Q: You described MRO's decision to become a  
[10] first party hoster, meaning they would host  
[11] themselves, right?  
[12] A: Yes.  
[13] Q: You were a third-party hoster?  
[14] A: Yes.  
[15] Q: They would be a first-party hoster, right?  
[16] A: Yes.  
[17] Q: "We view this as a very positive step for  
[18] MRO and a potential opportunity for M2 Consulting.  
[19] We will bring a tabletop discussion presentation on  
[20] our perspective. We look forward to a productive  
[21] and exciting discussion. See you there." Now,  
[22] what — and it refers to a meeting on July 1st, 2  
[23] p.m.?  
[24] A: Yes.

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[1] like I flew in and I think Jeff Foley was there and  
[2] then Thayer flew in from someplace he was at. But I  
[3] think the MRO guys were in doing business already  
[4] there.  
[5] Q: And did you tell anyone at MRO either in  
[6] another writing or by voice what you viewed the  
[7] purpose of the meeting to be?  
[8] A: I may have talked to Ray Miciek, you know,  
[9] and told him.  
[10] Q: What was the purpose of the meeting, in  
[11] your mind?  
[12] A: To sell them our Maximo hosting business.  
[13] Q: To sell your company to them?  
[14] A: No. To sell our Maximo hosting business.  
[15] Q: To do an asset sale to them?  
[16] A: Essentially, yes.  
[17] Q: You presented this to them at this meeting?  
[18] A: Yes, and I believe that July 1 presentation  
[19] you have, which outlines all the business, all the  
[20] financials, all the customers.  
[21] Q: There is a PowerPoint presentation you are  
[22] referring to?  
[23] A: Yes, sir.  
[24] Q: Was there any discussion of MRO's decision